

A. G. Contract No. KR920697TRN
ECS File: JPA 92-46
Project: F-026-2-515/H 2930 01C
Section: US-60 Main Street

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SPRINGVILLE

THIS AGREEMENT is entered into 10-June, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF SPRINGVILLE, acting by and through its TOWN COUNCIL
(the "TOWN").

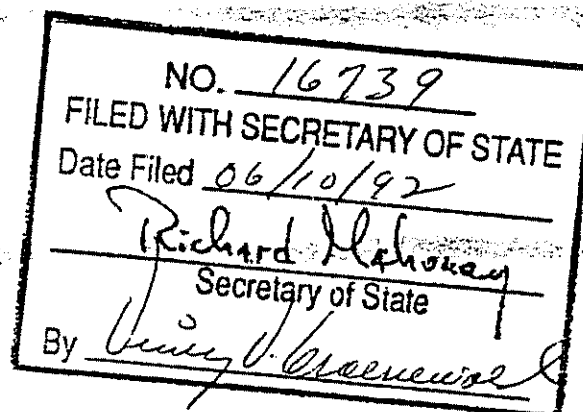
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the the Town.

3. Incident to a future improvement project on US-60
contemplated by the State within the limits of the Town, the
Town has requested and the State has agreed to concurrently
install certain water and sewer improvements for the Town, at
an estimated cost of \$4,232.00, at Town expense, hereinafter
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide plans, specifications and such other documents and services necessary for construction bidding and construction of the Project. Incorporate Town review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the Town on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, and with the concurrence of the Town, approve and accept the Project on behalf of the Town, and invoice the Town for the reasonable direct actual cost of the Project, plus fifteen percent (15%) construction engineering, in an amount estimated at \$4232.00.

2. The Town will:

a. Review the design documents and provide comments as appropriate.

b. Be responsible for any contractor claims for extra compensation attributable to the Town.

c. Upon completion and acceptance, reimburse the State for the reasonable direct actual cost of the Project, plus fifteen percent (15%) construction engineering, in an amount estimated at \$4232.00, and provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursement; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Springerville
Town Manager
Box 390
Springerville, AZ 85938

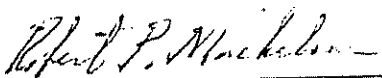
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

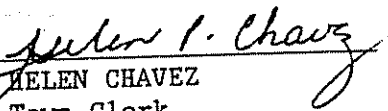
TOWN OF SPRINGERVILLE

STATE OF ARIZONA
Department of Transportation

By 
DENNIS SILVA
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:


By 
HELEN CHAVEZ
Town Clerk

4675j
30MAR

RESOLUTION

BE IT RESOLVED on this 30th day of March 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Springerville for the purpose of defining responsibilities for the construction of water and sewer improvements to US-60 (Main Street) within the limits of the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN
Director

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a person or persons... once and for all. In answer to somebody's question, Bob said just Springerville residents would be allowed to vote on this.

Dennis said that it would be an evitable battle, whether it be the indians, of anyone, if the referendum vote went through, it would be an aggressive fight for water rights, and he urged anyone who had water to do all they can to protect them. It was their consensus that the vote to call for a referendum election be placed on the agenda of May 19, 1992.

The first item under Now Business, was the approval of Agreement No. JPA 92-46 between the Town of Springerville and ADOT. This is the \$2,000,000 project which is to cost the Town \$4,232 for paving of Hwy 60 along main street, and installing sidewalks. Several questions were answered regarding this project. Motion followed:

JOHNNY CHIAVEZ/BARBARA HUNTER

Motion to approve Agreement No. JPA92-46 between the Town of Springerville and the Arizona Department of Transportation. Motion seconded and carried unanimously.

There being no further business, motion followed:

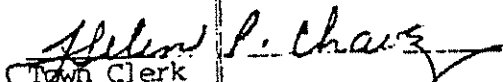
STEVE PARKS/JOHNNY CHIAVEZ

Motion that meeting adjourn. Motion seconded and carried unanimously.

Meeting adjourned at 8:40 P.M.

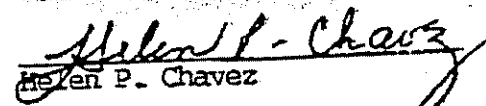

Mayor

ATTEST:


Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Springerville Town Council, held on May 5, 1992. I further certify that the meeting was duly called and held and a quorum was present.

Dated this 7th day of May, 1992

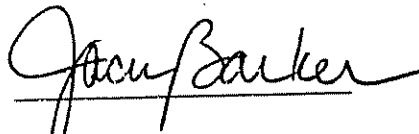

Helen P. Chavez

JPA 92-46

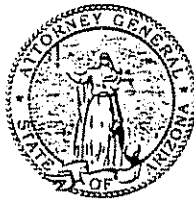
APPROVAL OF THE SPRINGERVILLE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SPRINGERVILLE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 2nd day of April, 1992.


Town Attorney

1979j



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

June 2, 1992

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0697-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of June, 1992.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
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